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Attorneys for Plaintiffs, VERONICA GUTIERREZ, ERIN WALKER
and WILLIAM SMITH, on behalf of themselves and all others similarly situated,

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

VERONICA GUTIERREZ, ERIN WALKER
and WILLIAM SMITH, as individuals, and on
behalf of all others similarly situated,

Plaintiffs,

v.

WELLS FARGO & COMPANY; WELLS
FARGO BANK, N.A.; and DOES 1 through 125,

Defendants.

Case No.: C 07-05923 WHA (JCSx)

CLASS ACTION

**DECLARATION OF VERONICA
GUTIERREZ IN SUPPORT OF PLAINTIFFS'
OPPOSITION TO DEFENDANT'S MOTION
FOR SUMMARY JUDGMENT**

Judge Assigned: Hon. William H. Alsup
Complaint Filed: November 21, 2007

I, Veronica Gutierrez, do declare as follows:

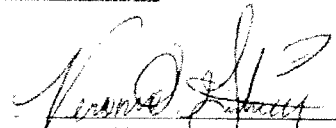
1. I opened a checking account at the Wells Fargo Fontana, California branch in October of 2002 when I was 18 years old. At that time I was provided a debit card. I also opened a savings account and used the savings account as overdraft protection.
2. Since opening the checking account I have worked and gone to school full time. I am completing my education requirements and will begin my career as a middle-school teacher. I was a new financial consumer when opening the account, and following my mother's advice, was careful

1 with my account. I would occasionally write a check, but the vast majority of purchases were made
2 using the debit card. I would keep my receipts and check my statements to make sure that the
3 receipts matched my statements.

- 4 3. I had difficulty with keeping my account balance, because my check registry never seemed to match
5 the balance given to me by Wells Fargo. I decided it was just safer to use the Wells Fargo balance.
6 I would check "available balance" at least weekly by calling the Wells Fargo toll free number in
7 which an automated service would provide the "available balance", and I would also check the
8 "available balance" when I was online, at a branch store, or when I took out ATM withdrawals.
- 9 4. I do not have a specific recollection of checking my available balance during the time frame I
10 received the overdraft fees. However, based on my custom and practice of checking my account
11 balance regularly and at least weekly through telephone inquiries and online inquiries, I believe I
12 would have obtained my available balance information from Wells Fargo between October 4-9,
13 2006, and based on that available balance I believe the transactions on October 5 and 6 were within
14 my available balance and account balance on October 5 and 6, 2006.
- 15 5. I was not aware that I could be charged an overdraft fee even though there was money in my account
16 to cover the transaction. If I had known before October 5, 2006 that I would be charged multiple
17 overdraft charges for transaction that were within the available balance if there was a single
18 overdraft, I would have insured that there was always a higher minimum balance in the account to
19 cover for this contingency. Following the assessment of these overdraft fees, I have avoided
20 overdraft fees due to inaccurate available balance figures by keeping a higher balance in my account.

21 I so declare the above is true and correct under penalty of perjury under the laws of the United States.

22 Executed this 30 day of July, 2008, at Fontana, California.

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24 
25 Veronica Gutierrez
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